Ingersoll Place

RESIDENCY AGREEMENT

INGERSOLL PLACE
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RESIDENCY AGREEMENT

This agreement is made between Ingersoll Adult Home, Inc., the “Operator”, and
_____,the “Resident” or "You”,
_____ the “Resident’s Representative”, if any and
_____the “Resident’s Legal Representative”, if any.

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 3359 Consaul Rd., Niskayuna, NY 12304, an Assisted Living Residence known as Ingersoll Place and as an Adult Home.

The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence (SNALR), an Enhanced Assisted Living Residence (EALR), and an Assisted Living Program (ALP).

You have requested to become a Resident at Ingersoll Place and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services

Beginning on _____, the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. Your Living Space: You may occupy and use a:

   ☐ private room
   ☐ semi-private room
   as identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. Common areas: Pursuant to regulation at Title 18 of New York Codes, Rules and Regulations (NYCRR), Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.301(c)(5), between the hours of 8:00am and 8:00pm, you will be provided unrestricted access to the following common, general-purpose areas at Ingersoll Place for group activities or individual recreation: Lobby, Activities Room, Library, Laundry Rooms and Lounges.

   Unrestricted access to at least one general-purpose room is accessible 24 hours per day, seven days a week. Other rooms are available upon request for private meetings and visits.

3. Furnishings/Appliances Provided By The Operator:

   Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your room.

4. Furnishings/Appliances Provided by You:

   Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by You in your room. Such Exhibit also contains any limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

Pursuant to regulation at Title 18 of NYCRR, Section 487.7, the following services ("Basic Services") will be provided to you, in accordance with your Individualized Service Plan:

1. Meals and Snacks: Three (3) nutritionally well-balanced meals per day and One (1) snack per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in your Individualized Service Plan: Low Concentrated Sweets (half portions of desserts) and Texture Modified (regular foods are modified to a chopped-like or ground-like consistency).

   Food and drink are available to You 24 hours a day, 7 days a week. There are sandwiches available in both the Activities Room and Memory Care refrigerators, a Quench Station in the lobby carries hot and cold drinks 7am to 7pm daily. From 7pm to 7am, there is a water cooler in the Activities Room with filtered water. There are also snacks, such as cookies, crackers, fruit cups and pudding, in each medication room and can be accessed by asking the caregiver on duty.

2. Activities: Pursuant to Title 18 of NYCRR, Section 487.7(h), the Operator will provide an organized and diverse program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of Ingersoll Place and a copy is provided to each resident.

3. Housekeeping: Pursuant to Title 18 of NYCRR, Sections 487.9(h) and 487.11(j), the Operator will provide the following housekeeping services: daily cleaning of bathroom and kitchen, trash removal, and dusting/vacuuming as needed; monthly detailed cleaning, including windows.

4. Linen Service: The Operator will provide a minimum of two (2) sheets, one (1) pillowcase, one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition, pursuant to Title 18 of NYCRR, Section 487.11(i)(8), (9).

5. Laundry of Your personal washable clothing: The Operator will wash your personal clothing and other items once a week, and more often as needed.

6. 24-hour Supervision: Pursuant to Title 10 of NYCRR, Section 1001.10(g) and Title 18 NYCRR, Section 487.7(d), the Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law and required by the New York State Department of Health.

7. Case Management: Per Title 10 of NYCRR, Section 1001.10(i) and Title 18 NYCRR, Section 487.7(g), the Operator will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. Personal Care: Pursuant to Title 18 of NYCRR, Section 487.9(g)(2), the Operator will provide a minimum of three and three-quarter (3.75) hours per week of personal care services, including:
    - Wellness checks such as the taking and recording of monthly weights, and
    - Direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, and assistance with the storage, disposal, and self-administration of medication. Services for each resident are detailed in the resident's Individualized Service Plan.

9. Development of Individualized Service Plan (ISP). An ISP will be developed to address the resident's needs per Public Health Law Section 4659 and Title 10 NYCRR Sections 1001.2(k), 1001.7(k) and 1001.10(c). This ISP will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

C. Additional Services.

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional or supplemental fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status. Per Title 10 of NYCRR, Section 1001.8(f)(4)(iv), a listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

In accordance with Title 10 NYCRR, Section 1001.8(f)(4) and (5), Ingersoll Adult Home, Inc., as operator of Ingersoll Place, hereby discloses the following as required by Public Health Law Section 4658 (3):

1. The Consumer Information Guide developed by the Commissioner of Health is provided to each resident upon admission. Your signature on this agreement acknowledges receipt of this Guide.

2. Ingersoll Adult Home, Inc. is licensed by the New York State Department of Health to operate Ingersoll Place, 3359 Consaul Rd., Niskayuna, NY 12304, as an Assisted Living Residence as well as an Adult Home and Assisted Living Program.

   The Operator is also certified to operate at this location a Special Needs Assisted Living Residence and an Enhanced Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in Ingersoll Place and to receive either Enhanced Assisted Living and/or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

   The Operator is currently approved to provide:
   a. Special Needs Assisted Living services for up to a maximum of (17) persons.
   b. Enhanced Assisted Living services for up to a maximum of (17) persons.

   The Operator will post prominently in Ingersoll Place, on a monthly basis, the then-current number of vacancies under its Special Needs Assisted Living program and Enhanced Assisted Living program.

   It is important to note that The Operator is currently approved to accommodate within the Special Needs Assisted Living program and the Enhanced Assisted Living program only up to the numbers of persons stated above. If You become appropriate for Special Needs Assisted Living Services or Enhanced Assisted Living Services, and a unit is available, You will be eligible to be admitted into the Special Needs Assisted Living program or the Enhanced Assisted Living Program. However, if such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

   If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within Ingersoll Place, it may be necessary for You to change your room within Ingersoll Place.

3. The owner of the real property upon which Ingersoll Place is located is Ingersoll Adult Home, Inc. The mailing address of such real property owner is 3359 Consaul Rd., Niskayuna, NY 12304. The following individual is authorized to accept personal service on behalf of such real property owner: Administrator, 3359 Consaul Rd., Niskayuna, NY 12304.

4. The Operator of Ingersoll Place is Ingersoll Adult Home, Inc. The mailing address of the Operator is 3359 Consaul Rd., Niskayuna, NY 12304. The following individual is authorized to accept personal service on behalf of the Operator: Administrator, 3359 Consaul Rd., Niskayuna, NY 12304.

5. Ingersoll Adult Home, Inc. has no ownership interest in excess of 10% (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of Ingersoll Place.

6. No entity which provides care, material, equipment or other services to residents of Ingersoll Place, has ownership interest in excess of 10% in the Operator.

7. Residents can receive services from service providers with whom the Operator does not have an arrangement. All residents and/or their responsible parties must inform Ingersoll Place Administration before contracting services with an outside provider. Residents are only able to receive services from outside providers that comply with state regulations. (just re-arranged)

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. Ingersoll Place accepts private funds, long-term care insurance plans, Veteran's Aid and Attendance Allowance Benefits and SSI/SSP reimbursement as payment towards the services provided.

10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by the Operator is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. The Local LTCOP telephone number is (518) 382-8481. The NYSLTCOP web site is https//ltcombudsman.ny.gov.

12. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR Sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

III. Fees

A. Basic Rate.

1. Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement. (the"Basic Rate"). The Basic Rate as of the date of this agreement is $_____ per month or $N/A per day.

2. Tiered Fee Arrangements – Ingersoll Place does not utilize tiered fee arrangements.

B. Supplemental, Additional or Community, Fees

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (See section III E). Any charges for Supplemental or Additional fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident.

Ingersoll Place is licensed to accommodate two (2) people in both the 1-Bedroom and Companion Suite rooms. When this happens, a Second Occupant Fee is added to the monthly rent. The Second Occupant must (1) meet all requirements for admission, (2) sign a separate residency agreement, and (3) pay the Second Occupant Fee and any applicable charges set forth in their residency agreement. If one of the occupants vacates the room, the monthly rent will be reduced by the Second Person Fee and a Residency Agreement Addendum will be signed.

Enhanced Assisted Living Care may be provided to certain individuals who desire to continue to age in place in an Assisted Living Residence and meet the conditions stated in the Enhanced Assisted Living Residence Addendum. If you are admitted to the duly certified Enhanced Assisted Living Residence, You will be charged the monthly Enhanced fee.

A Community Fee is a one-time fee that the Operator may charge at the time of Admission. It will not be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective resident what the amount of the Community Fee will be as well as any terms regarding refund of the Community Fee. The prospective resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency in Ingersoll Place or to reject the Community Fee and thereby reject residency at Ingersoll Place.

The current amounts for these Supplemental, Additional or Community Fees are listed in Exhibit III.B.

C. Rate or Fee Schedule.

Attached as Exhibit III. B & C. and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

D. Billing and Payment Terms

In accordance with Title 10 of NYCRR, Section 1001.8(f)(4)(xiv), the following information is presented:

Payment is due by the 1st of each month and should be delivered to Ingersoll Place, 3359 Consaul Rd, Niskayuna, NY 12309, Attention: Finance Manager. If a payment is not received within ten (10) days of the due date, a late fee of $100 will be added to the

outstanding balance. ACH is available as a payment option, please see the Finance Office to make arrangements for this service.

In the event the Resident, Resident's Representative or Resident's legal representative is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, discharge procedures may be initiated as outlined in accordance of section XIII of this agreement.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. Per Title 10 NYCRR, Section 1001.8(b)(2)(xvi), You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in the following circumstances:

    a. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.

    b. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.

    c. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once you have been admitted as a resident.

F. Bed Reservation

The following is provided in accordance with Title 18 NYCRR, Section 487.5(d)(6)(xvii). The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is the monthly rate as outlined in Section IIIA of this agreement and will be prorated by the actual number of days reserved. The length of time a space will be reserved is 30 days.

A provision to reserve a residential space does not supercede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

The following is provided pursuant to Title 10 NYCRR, Section 1001.8(f)(4)(xvi).

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after Your discharge, the Operator must provide You, Your Representative or Legal Representative, and any person designated by You, with a final written statement of Your payment and personal allowance accounts at Ingersoll Place.

The Operator must also return at the time of Your discharge, but in no case more than three (3) business days after Your discharge, any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein Ingersoll Place is located in order to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given or to be transferred. Such listing is attached as Exhibit V. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VI. Property or items of value held in the Operator's custody for You.

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VI. of this Agreement.

VII. Fiduciary Responsibility

If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property. Please refer to Title 10 NYCRR, Section 1001.9.

VIII. Tipping

In accordance with Title 18 NYCRR, Section 487.10(g)(7), The Operator must not accept, nor allow Ingersoll Place staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

IX. Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. The Operator agrees to offer to establish a personal allowance account for any Resident, whether or not they receive SSI or Safety Net Assistance (SNA) payments, by executing a Statement of Offering (DSS-5195) with You or Your Representative.

You agree to inform the Operator if you receive or have applied for SSI or SNA funds.

SSI is a federal program for those who meet the definition of disables and have limited income and resources. Information regarding SSI is available at https://otda.ny.gov/programs/disability-determinations/.

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available at https://otda,ny.gov/programs/temporary-assistance/.

You must complete the following:

I receive SSI funds ☐ or I have applied for SSI funds ☐
I receive SNA funds ☐ or I have applied for SNA funds ☐
I do not receive either SSI or SNA funds ☐

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in an Ingersoll Place maintained account, then that signatory hereby agrees that they will comply with the SSI and SNA personal allowance requirements.

Please refer to Title 18 NYCRR Sections 485.12, 487.5(d)(6)(xii), 487.6 and 487.10(f).

X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Service Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. The Operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state and local laws.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.

3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to Ingersoll Place, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Service Plan.

4. If you are being admitted to the duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

5. If You are being admitted to a duly certified Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
   (a) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel,
   (b) have chronic unmanaged urinary or bowel incontinence, or
   (c) require direct nursing care

8. Enhanced Assisted Living Care may also be provided to certain individuals who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence

The Rules of Ingersoll Place are set forth in the Resident Handbook that has been provided to you. By signing this agreement, You acknowledge receipt of the Ingersoll Place Resident Handbook.

XII. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative

You, or Your Representative or Legal Representative, to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.

2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payments are available under Medicare, Medicaid or other third party coverage.

4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and

signed medical evaluation that conforms to regulations of the New York State Department of Health.

5. Informing the Operator promptly of change in health status, change in physician, or change in medications.

6. Informing the Operator promptly of any change of name, address and/or phone number.

XIII. Termination and Discharge

In accordance with Title 10 NYCRR, Section 1001.8(f)(4)(xiii), this Residency Agreement and residency in Ingersoll Place may be terminated in any of the following ways:

1. By mutual agreement between You and the Operator;

2. Upon 30 days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;

3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;

2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits;

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;

5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;

6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

Both You and the Operator are free to seek any other judicial relief to which they may be entitled.

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

XIV. Transfer

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days notice or court review, for the following reasons:

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;

2. In the event that Your behavior poses an imminent risk of death or serious physical injury to Yourself or others; or

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in Ingersoll Place to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service

upon a natural person.

If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in Ingersoll Place and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

Attached as Exhibit XV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in Ingersoll Place. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in Ingersoll Place's operations and programs are attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area in Ingersoll Place. Please refer to regulation at Title 10 NYCRR, Section 1001.8(f)(4)(x).

The Operator agrees that the residents of Ingersoll Place may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by such Resident Organizations and to provide a written report to the Residents' organization that addresses the same.

Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.

2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.

3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of Ingersoll Place from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 NYCRR, Section 1001.8(f)(2)(i), have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

_____ _____
Dated: (Signature of Resident)

_____ _____
Dated: (Signature of Resident's Representative)

_____ _____
Dated: (Signature of Resident's Legal Representative)

_____ _____
Dated: (Signature of Operator or Operator's Representative)

(OPTIONAL) Personal Guarantee of Payment

Per Title 10 NYCRR, Section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financials means to assure payments due under this Residency Agreement.

_____Rate.

_____personally guarantees payment of charges for the following services, materials or equipment, provided to You, that are not covered by the Basic Rate:

_____

_____

_____

_____

_____ _____
(Date) Guarantor's Signature

_____
Guarantor's Name (Print)

(OPTIONAL) Guarantor of Payment of Public Funds

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that they will personally guarantee continuity of

payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, SNA, Social Security or other public benefits, to meet Your obligations under this Agreement.

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF LIVING SPACE

Resident Name:
Room Number:
Room Location :
Room Type: ☐ Studio ☐ 1-bedroom ☐ Companion Suite
Room Description: ☐ ALR ☐ Special Needs (SNALR) ☐ Enhanced (EALR)

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes, Rules and Regulations, the Operator will provide you with:

- a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition, a clean comfortable, well-constructed mattress, standard in size for the bed, and a clean comfortable pillow of average bed size
- a chair
- a table
- a lamp
- lockable storage facilities, which cannot be removed at will, for personal articles and medications
- individual dresser and closet space for storage of resident clothing
- a hinged, lockable entry door
- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy, and
- two (2) sheets, pillowcase, at least one (1) blanket, a bedspread, towels and washcloths, soap, and toilet tissue.

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are allowed to bring the items below. Check all those that will be furnished by You.

☐ Bed	☐ Bed Spread
☐ Nightstand	☐ Bath Linens
☐ Drawer/Dresser	☐ Wastebasket
☐ Chair	☐ Couch
☐ Bed Linen	☐ Easy Chair
☐ Pillow	☐ Table
☐ Other: _____	☐ Other: _____

Residents are NOT ALLOWED to bring the items below:

Heat-producing appliances, such as hot plates, coffee pots, irons, curling irons
Electric blankets, heating pads, or heated recliner chairs
Extension Cords
Carpets without a non-skid backing
Electric or plug-in air fresheners
Candles
Over the counter, or any other medications without physician approval

EXHIBIT I.C

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available from the operator directly or through arrangements with the Operator for the following additional charges:

Item	Additional Charge	Provided By
Food Service:		
Guest Meals	Yes - $15 per meal	Operator
Non-Illness Related Tray Service	Yes - $10 per tray	Operator
Wellness:		
Medical Transport – first 3 appts each month within 20 mile radius	No	Operator
Medical Transport - outside of 20 mile radius and each appt after 3rd appt in any month	Yes - $50 per appt	Operator
Companion Fee for Appts	Yes - $50 per appt	Operator
Pendant Replacement	Yes - $200 per pendant	Operator
Housekeeping and Maintenance:		
Carpet Cleaning Beyond Normal Maintenance	Yes - $75	Operator

Internal Move/Transfer to Another Room – if a resident elects to move. No fee is charged if the move is required.	Yes - $500	Operator
Disposal of Personal Items left in Room at Discharge	Yes - $250	Operator
Replacement Keys	Yes - $10.00 per key	Operator
Utilities:		
Local and Long Distance Telephone Service	Yes – Vendor Cost	Arranged by Resident
Cable TV	Yes – Vendor Cost	Arranged by Resident
Miscellaneous:		
Salon and Spa	Yes – Vendor Cost	Beautician
Personal Toiletry Articles and Commissary Goods	Yes – Vendor Cost	Resident
Newspaper	Yes – Vendor Cost	Arranged by Resident
Cultural/Activities Transportation	No	Operator (per availability)
Late Fee – when balance on account after 10th of month	Yes - $100	Operator
Insufficient Funds Fee	Yes - $50	Operator

Please note that the Operator can provide you with additional services at fees to be determined at the time the service is requested or can help you locate someone in Ingersoll Place to help you. Please note these prices are subject to change from time to time.

EXHBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Not Applicable.

EXHIBIT III.B

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Supplemental, Additional or Community Fees are described in Section III.B on page 8 of this Agreement.

The Second Occupant Fee as of the date of this Agreement is $_____.

The monthly Enhanced Assisted Living Residence (EALR) fee as of the date of this Agreement is $_____.

The monthly Special Needs Assisted Living Residence (SNALR) rate as of the date of this Agreement is $_____ higher than the Basic Rate.

Ingersoll Place charges a non-refundable Community Fee at Admission of $_____.

EXHIBIT III.C

RATE OR FEE SCHEDULE

Resident Name: _____
Room #: _____

A. Your Basic Rate (Housing Accommodations and Services + Basic Services)	$

The Basic Rate includes costs associated Housing Accommodations and Basic Services as outlined in Section 1.A and B of this Agreement. Fees associated with this Basic Rate are outlined below:

Housing Accommodations and Services:

Living Space	Monthly Fee
☐ Assisted Living Studio, private, approx. 335 sq. ft.	$
☐ Assisted Living 1-bedroom, private, approx. 492 sq.ft.	$
☐ Assisted Living Companion Suite, private, approx. 583 sq.ft.	$
☐ Memory Care Studio, private, approx. 355 sq.ft.	$
☐ Memory Care Companion Suite, private, approx. 583 sq.ft.	$

Basic Services: $ Provides a minimum of 3.75 hours of personal care services, including reminders (e.g., meals, showers); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, and assistance with self- administration of medication.

B. Your Tiered Billing Rate	$ 0

Ingersoll Place does not utilize tiered fee arrangements.

C. Your Supplemental or Additional Fees	$

You have opted to receive the following supplemental or additional fees, As outlined in Exhibit III.B: Second Occupant Fee: $ _____ Services under our Enhanced Assisted Living Residence License: $ _____ Additional Amount for Special Needs Assisted Living Residence: $ _____	
Your Total Monthly Rate Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees	**$**
Community Fee: Ingersoll Place charges a one-time Community Fee, as outlined in Exhibit III.B of this Agreement. A Community Fee is due at admission.	$
Your Total Move-In Costs	**$**

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR:

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU:

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

Resident's rights and responsibilities shall include, but not be limited to the following:

(a) every resident's participation in assisted living shall be voluntary, and prospective residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of services;

(b) every resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;

(c) every resident shall have the right to have private communications and consultation with his or her physician, attorney, and any other person;

(d) every resident, resident's representative and resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care;

(e) every resident shall have the right to manage his or her own financial affairs;

(f) every resident shall have the right to have privacy in treatment and in caring for personal needs;

(g) every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;

(h) every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;

(i) every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the operator or any person affiliated with the operator;

(j) every resident shall have the right not to be coerced or required to perform work of staff members or contractual work;

(k) every resident shall have the right to have security for any personal possessions if stored by the operator;

(l) every resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a resident who has been fully informed of the consequences of such refusal;

(m) every resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents;

(n) every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;

(o) every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the assisted living residence; and

(p) every resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, that if a resident, resident representative or legal representative agrees in writing to a specific rate or fee increase through an amendment of the residency agreement due to the resident's need for additional care, services or supplies, the operator may increase such rate or fee upon less than forty five days written notice.

(q) every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by the operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the operator's enhanced and/or special needs assisted living programs.

Waiver of any of these resident rights shall be void. A resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

EXHIBIT XVI
OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

It is the policy of Ingersoll Place to provide all residents with an effective and if desired, confidential process to relay their grievances and/or suggestions at anytime. The following is the procedure to be followed under this policy:

1. Residents who have a grievance and/or suggestion regarding a particular situation and/or dispute should first bring their concern to management and/or the facility administrator. If you wish to express your concern in writing and/or anonymously, you may do so by completing a "We're Here to Help" form which may be obtained at the front desk. Forms can be placed in either of two (2) locked wooden boxes located on the first floor: one is near the reception area and the second is located between the two lobby bathrooms.

2. In most cases, you should see a resolution to your concern within the next business day but no longer than 21 days. A subsequent meeting between the resident and the Administrator will occur to ensure that the resident's grievance has been addressed sufficiently. In the case of anonymous grievances and/or suggestions, administration will respond directly to the Resident Council.

ENHANCED ASSISTED LIVING RESIDENCE (EALR)
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Ingersoll Adult Home, Inc. (the "Operator"), _____ (the "Resident or You"), _____ (the "Resident's Representative") and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

This Addendum adds new sections and amends, if any, only sections specified in this Addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Addendum. This Addendum must be attached to the Residency Agreement between the parties.

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Ingersoll Place, 3359 Consaul Road, Schenectady, NY 12304.

II. Physician Report

You have submitted to the Operator a written report from Your physician, which states that:

a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residency; and

b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident at this Enhanced Assisted Living Residence, and the Operator has accepted your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR Appendix #1 and made part of this Addendum is a written description of:

a. Services to be provided in the Enhanced Assisted Living Residence;

b. Staffing Levels;

c. Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and

d. Any environmental modifications that have been made to protect the health, safety and welfare or persons in the EALR Residence.

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at Ingersoll Place. If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24-hour Skilled Nursing or Medical Care is Needed

If You reach a point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home, or a facility licensed under the New York State Mental Hygiene Law, the Operator will initiate proceedings for the termination of Your Residency Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND

b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for at Ingersoll Place, and would not require placement in a hospital, nursing home or other facility licensed under Article 28 of New York State Public Health Law or Articles 19, 31, or 32 of Mental Hygiene Law; AND

c. The Operator agrees to retain You as a Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff you hire; AND

d. You are otherwise eligible to reside at Ingersoll Place.

VII. Addendum Authorization

We, the undersigned, have read this Addendum, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated:_____ _____
(Signature of Resident)

Dated:_____ _____
(Signature of Resident's Representative)

Dated:_____ _____
(Signature of Resident's Legal Representative)

Dated:_____ _____
(Signature of Operator/Operator's Representative)

EALR Appendix #1

I. Services to be Provided

The following services will be available to Ingersoll Place's Enhanced Assisted Living Residents:

a. Assistance with oxygen/oxygen equipment
b. Incontinence Management
c. Dressing changes / wound care
d. Urinary Catheterization and Catheter Care

II. Staffing Levels

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to provide required supervision and perform all the tasks necessary to meet the residents' needs. The enhanced program will be staffed with Personal Care Aides, Home Health Aides, Licensed Practical Nurses and Registered Nurses to provide supervision and meet the needs of the residents at all times. The staffing plan will be adjusted to meet the needs and census of residents enrolled in the enhanced program. There is a comprehensive activities program with an Activities staff that plans and conducts activities designed to promote Residents' activity at Ingersoll Place.

III. Staff Education and Training

Ingersoll Place's Personal Care Aides, Home Health Aides, Licensed Practical Nurses and Registered Nurses receive a comprehensive, 40-hour, initial training on effectively and respectfully meeting the needs of persons living under our EALR license. The training includes methods on assisting with all services described in Section I above. All staff also receive monthly in-service training.

IV. Environmental Modifications

Enhanced Assisted Living Residents will reside throughout Ingersoll Place. The entire facility is equipped with a sprinkler system, emergency call bells in resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.

SPECIAL NEEDS ASSISTED LIVING RESIDENCE (SNALR)
ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between Ingersoll Adult Home, Inc. (the "Operator"), _____(the "Resident or You"), and _____(the "Resident's Representative"), and _____(the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

This Addendum adds new sections and amends, if any, only the sections specified in this Addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Addendum. This Addendum must be attached to the Residency Agreement between the parties.

I. Special Needs Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Ingersoll Place, 3359 Consaul Road, Schenectady, NY 12304.

II. Request for and Acceptance of Admission

You have requested to become a Resident at this Special Needs Assisted Living Residence and the Operator has accepted Your request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Specialized services to be provided at Ingersoll Place include daily activities tailored to challenge residents with dementia. The Activities Program is supervised by a Registered Professional Nurse.

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carry out the tasks that residents require. Ingersoll Place will be staffed with direct care personnel, a Resident Care Director, a qualified Activities Director and Case Manager. Other staff not specifically assigned to the SNALR unit will be available to attend to needs of residents that arise. The staffing plan will be adjusted to meet the needs of the residents.

Each of our Resident Care Aides, Personal Care Aides, Home Health Aides, Licensed Practical Nurses and Registered Nurses receive comprehensive training on effectively and respectively meeting the needs of persons with dementia. This training includes methods on successfully cuing such individuals to independently perform personal care tasks, coordinating care with the resident and their family, and wandering prevention.

The SNALR unit is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire facility is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety. Secured outdoor recreational areas are also available to residents to safely enjoy the outdoors. The SNALR unit has its own dining room to allow for staff to accommodate residents' needs and dining schedule preference and variations.

IV. Addendum Agreement Authorization

We, the undersigned, have read this Addendum, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated:_____ _____
(Signature of Resident)

Dated:_____ _____
(Signature of Resident's Representative)

Dated:_____ _____
(Signature of Resident's Legal Representative)

Dated:_____ _____
(Signature of Operator/Operator's Representative)

TEMPORARY RESIDENTIAL CARE
ADDENDUM TO ADMISSION/RESIDENCY AGREEMENT

_____ ("You" or "Resident") have requested to stay in Ingersoll Place ("Community") until _____ (the "Respite Stay"). This Respite Stay is limited to up to one-hundred twenty days (120) in any twelve- month period. In connection with the Respite Stay, you and the Community have entered into the Community's Adult Care Facility Admission/Residency Agreement, a copy of which is attached to this addendum. The Community holds the following licenses and certifications:

ASSISTED LIVING PROGRAM
ADULT HOME
ASSISTED LIVING RESIDENCE
ENHANCED ASSISTED LIVING RESIDENCE
SPECIAL NEEDS ASSISTED LIVING RESIDENCE

The purpose of this Addendum is to amend certain provisions of the Admission/Residency Agreement to reflect your Respite Stay.

1. During your Respite Stay, the rate you will be charged for each day of the Respite Stay will be _____ ("Daily Rate"), inclusive of all services that the Community may provide you.
2. During your Respite Stay, you may terminate your Respite Stay, this Addendum, and the Admission/Residency Agreement early by delivering to the Community notice of termination at least three days prior to the date you intend to vacate your Apartment/Room. If you paid for the Respite Stay in advance and you elect under this Section to shorten the Respite Stay, the Community will refund to you an amount equal to the amount you prepaid minus the product of the number of days you actually stayed multiplied by your Daily Rate.
3. The Community may also terminate your Respite Stay upon three days' written notice on the grounds set forth in the Termination procedure provided in the Admission/Residency Agreement.
4. After your Respite Stay expires, this Addendum shall expire and be of no further force and effect. If you have not terminated this addendum, pursuant to Paragraph 3, you will continue to be bound by the terms of the Admission/Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay.
5. Within 30 days prior to admission, you must provide a dated signed medical examination report which conforms to Department Regulations (DSS-3122 or an approved substitute). Thereafter, you must have a physical examination at least once every six (6) months (or more frequently if a change in condition warrants) and additional examinations considered necessary by your physician.
6. During the Term of your Respite Stay, the provision of this Addendum supersede any provisions of the Admission/Residency Agreement that are inconsistent with this Addendum. All other terms in your Admission/Residency Agreement remain in full force and effect.

7. All Residents admitted under this Temporary Residential Care Addendum to the Admission/Residency Agreement shall receive the same emergency evacuation training as all other Residents.
8. Only Residents appropriate for the level of care for which the Community is licensed by the Department of Health to provide will be admitted to the Temporary Residential Care Program.
9. In the event that you wish to become a permanent resident at the Community upon expiration of your Respite Stay, you must notify the Community at least one week prior to the expiration of your Respite Stay, and you will continue to be bound by the terms of the Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay.

Having read this Addendum, the undersigned acknowledge that they understand the rights and obligations created by this Addendum and the Original Agreement, and by signing below agree to all the terms and conditions contained therein.

_____ _____

Signature of Community Representative / Title Date

_____ _____

Signature of Resident Date

Having read and understood this Addendum, the Original Agreement, and the obligations created by such documents, the Responsible Person(s) signs this Addendum to undertake to guarantee the obligations of Resident, including the payment of all fees that the Resident may owe the Community under this Addendum and the Original Agreement.

_____ _____

Signature of Responsible Person Date